One-Year Warranty (AirCard® 590 Series)

THIS PRODUCT IS PROVIDED TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS THAT CONTAIN LIMITATIONS ON WARRANTIES AND LIABILITIES AND YOUR REMEDIES. BY USING THIS PRODUCT YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

The original end-user purchaser of the enclosed wireless personal computer modem card (the "**Product**") from Sierra Wireless (the "**Vendor**") or one of its authorized suppliers, is offered a personal, non-transferable, limited warranty that: (a) the Product will be of good quality and free from defects in design, materials, workmanship, and manufacture under normal use and service; (b) all materials, parts, components, and other items incorporated in the Product will be new; and (c) the Product will be compliant with, and perform in accordance with, its specifications, for a period that expires one year from the original purchase date of the Product (the "**Warranty Period**").

During the Warranty Period, if Vendor determines that a Product is defective under a proper warranty claim, then Vendor will, at its sole discretion, either (a) pay parts and labor charges for the repair of the Product, or (b) replace the Product with a new or rebuilt unit (which unit may use refurbished parts of similar quality and functionality), provided that the defective Product is returned to a Vendor-authorized service center for the Product, transportation charges prepaid, and is accompanied by written proof of purchase in the form of a bill of sale or receipted invoice indicating that the Product was purchased by you and is within the Warranty Period. After the Warranty Period, you are responsible for paying all parts, labor, and shipping charges.

The warranty described above shall apply to all repaired or replaced Product for a period of 90 days from the date of return to you, or the balance of the Warranty Period, whichever is greater.

This limited warranty does not cover and is void with respect to: (a) Products which have been improperly installed, repaired, maintained, or modified; (b) Products which have been subjected to misuse (including using the Products with hardware which is electrically or mechanically incompatible with the Products), abuse, accident, physical damage, abnormal operation, improper handling or storage, neglect, exposure to fire, water, or excessive moisture or dampness, or extreme changes in climate or temperature; (c) Products which have been opened, repaired, modified, or altered by anyone other than Vendor or a Vendor-authorized service center; (d) Products which have been damaged due to fire, flood, acts of God, or other acts which are not Vendor's fault and which the Product is not specified to tolerate; (e) cosmetic damage; (f) Products which have been operated outside of published maximum ratings; (g) cost of installation, removal, or reinstallation of the Product; (h) signal reception problems (unless caused by a defect in material(s) or workmanship); or (i) Products on which warranty stickers or serial numbers have been removed, altered, or rendered illegible.

This limited warranty is not transferable to any third party including, but not limited to, any subsequent purchaser or owner of the Products. Any transfer or resale of any of the Products will automatically terminate Vendor's warranty coverage of such Products.

This limited warranty is only valid in the United States of America, and does not cover customer education, instruction, installation, setup adjustments, or signal reception problems.

REPAIR OR REPLACEMENT, AS PROVIDED FOR UNDER THIS LIMITED WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VENDOR NOR THE ORIGINAL OWNER OF THE PRODUCT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. This warranty gives you specific rights and you may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the foregoing exclusions may not apply to you.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS PRODUCT IS ASSUMED BY YOU. NEITHER THE ORIGINAL OWNER OF THE PRODUCT NOR THE VENDOR NOR VENDOR'S DISTRIBUTORS, RESELLERS, SUPPLIERS, AGENTS, OFFICERS, AND DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES HOWSOEVER CAUSED INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, DAMAGES TO PROPERTY OR PERSONS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ANY SUCH AFOREMENTIONED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE, OR FOR CLAIMS BY ANY THIRD PARTY. MAXIMUM AGGREGATE LIABILITY OF THE AFOREMENTIONED PERSONS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE, OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

In the event that the Product supplied by Vendor is found to infringe any third-party US or Canadian patent, trade secret, copyright, trademark, or other proprietary right and/or the use of the Product is enjoined, Vendor will, at its sole option, either (a) procure for you the right to use such Product; (b) modify such Product so that it becomes non-infringing while giving equivalent functionality and performance; or (c) if neither of the foregoing options is reasonably available, refund to you all amounts paid for the infringing Products, depreciated on a straight line basis over a three-year period. Vendor will have no liability or obligation to you to the extent the infringement is caused by, or based upon: (a) use of the Product in an application or environment, or on a platform, or with devices for which the Product was not designed or contemplated; (b) modifications, alterations, combinations, or enhancements of the Product not created by Vendor; (c) any third-party defined feature that Vendor incorporates into the Product at the request of such third party; or (e) your failure to install any corrections or enhancements made available by Vendor that maintain equivalent or better functionality and performance, to the extent that such correction or enhancement would have avoided the infringement claim. Vendor's obligations do not apply to any alleged infringement occurring after you have received written notice of the alleged infringement. THE FOREGOING IS IN LIEU OF ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED, AND SETS FORTH THE ENTIRE LIABILITY OF VENDOR AND THE ORIGINAL OWNER OF THE PRODUCT FOR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCT.

If any provision or term of these terms and conditions is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction.

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